IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITON NO.1706 OF 2005

Sheetal Enterprices ..Petitioners.

V/s.

Union of India & Anr. ..Respondents

Mr.H.J. Lulia i/b. Riyaz J.P. for petitioners.

Mr.A.J.Rana, sr.counsel with P.S.Jetly for respondents.

CORAM : V.C. DAGA AND J.P.DEVADHAR, JJ.

DATED : 24TH AUGUST, 2005.

P.C. :-

. The petitioners have approached this Court under Article 226 of the Constitution of India with a prayer to seek direction against the respondent No.2 directing them to lift the attachment of the property bearing Plot No.129-C and 128 C-D, Government Industrial Estate, Charkop, Kandivli (West), Mumbai - 400 067 pending disposal of the appeal before CESTAT.

2. On being noticed, the respondents appeared and filed their affidavit dated 22nd August, 2005 and submitted in para 12 of the said affidavit that the liability of the petitioners together with interest works out to Rs.33,89,581/-.

3. The Revenue has further submitted that on

payment of the full and complete liability, the department can lift the attachment as prayed for.

4. The petitioners relying on the aforesaid statement made in the affidavit offered and tendered three demand drafts bearing No.547514 for Rs.3,00,000/-, No.547515 for Rs.2,69,251/- and No. 232027 for Rs.28,20,335/- total Rs.33,89,581/- all drawn on Bank of India favour AC, Commissioner of Central Excise, Mumbai-V and handed over the same to Mr.Rane, learned senior Counsel appearing for the Revenue. Mr.Rana, learned senior counsel appearing for the Revenue has accepted and acknowledged the same.

5. In the above view of the matter, by consent of the parties, the attachment on the properties bearing Plot Nos.129-C and 128CD located at Government Industrial Estate, Charkop, Kandivli (West), Mumbai - 400 067 stands lifted without prejudice to the rights of the rival parties keeping rival contentions open for adjudication in accordance with law in a properly constituted proceedings.

6. Petition accordingly stands disposed of in terms of this consent order with liberty reserved in favour of the parties, with no order as to costs.

(V.C. DAGA, J.)

(J.P.DEVADHAR, J.)